sonville v. Ledwith, 26 Fla. 163, there was a limitation to the rule that the restricting of the sale to public markets of perishable food is not an illegal restraint of trade or a monopoly, in that reasonable facilities for selling at public markets must be given. And it has been held that such restrictions are altogether void as being in restraint of trade and unreasonable. *St. Paul v. Laidler,* 2 Minn. 190.

PERPETUITIES—VALIDITY OF CHARITABLE TRUST—REMOTENESS.—RUSSELL V. GIRARD TRUST CO., 171 FED. 161.—A settlor deposited $2,000 in trust for the benefit of the State of Pennsylvania. It was to be invested until it should so accumulate, together with any other sums deposited with the trustee, that the whole debt of the state might be paid off. The indebtedness of the state at the time was $40,000,000. *Held,* that the trust was void as it might exceed the limitation of the rule of remoteness or accumulations.

The general rule seems to be that where there is an immediate gift to trustees for certain charitable purposes, but the application will not take effect except on the occurrence of an event uncertain in its nature, the gift is valid, and the court will allow the trustee to hold the fund a reasonable time to await the happening of the contingency. *Jones v. Habersham,* 107 U. S. 174; *Appeal of Goodrich,* 57 Conn. 275. As in *Almy v. Jones,* 17 R. I. 265, it was held that a bequest to take effect when sufficient money was raised to found an art institute was valid as a reasonable time would be allowed for the performance of the conditions. But it has been held that all devices or grants, whether for charitable purposes or otherwise, must vest within the time limited by the rule against perpetuities. *Jocelyn v. Nott,* 44 Conn. 55. The English rule is the same as the American, but provides that a future gift conditional upon an uncertain event is subject to the rule against perpetuities and is void *ab initio. In re White's Trusts,* 33 Ch. Div. 449.

TELEGRAPHS — MENTAL ANGUISH — DAMAGES.— LYLES V. WESTERN UNION TELEGRAPH CO., 65 S. E. 832 (S. C.).—*Held,* that damages may be recovered for mental anguish alone resulting from the non-delivery of a message, although this mental anguish was not suffered until after the message had been delivered.

An examination of the adjudged cases shows that the great weight of authority is against recovery of damages for mental suffering resulting from negligent delay upon the part of the company, unless the mental suffering is coupled with other injuries. *Chase v. W. U. Tel. Co.,* 44 Fed. 554. *Contra*: *W. U. v. Cline,* 8 Ind. App. 364. And if the law expressly provides that a company is liable for all actual damages sustained by its failure to transmit a message within a reasonable time, a recovery for mental suffering is not included. *Francis v. W. U. Tel. Co.,* 58 Minn. 252. For the mental suffering is too uncertain and speculative to be an element of damages. *W. U. v. Wood,* 57 Fed. 471. And the fact that there was not suspense during the delay, but only mental anguish subsequent to delivery does not affect the rule. *Kester v. W. U. Tel. Co.,* 55 Fed. 603. But

in cases when there was extreme delay under extreme circumstances, it has been held that there can be a recovery for such suffering. *Young v. W. U.,* 107 N. C. 370. Or if there was a wanton or malicious purpose on the part of the company's agents, there may be a recovery. *Crawson v. W. U. Tel. Co.,* 47 Fed. 544. Also there can be a recovery if the agent can see upon the face of the message that mental anguish will probably result if not promptly delivered. *Reese v. W. U.,* 123 Ind. 294; *Sherrill v. W. U.,* 116 N. C. 655. Some courts have gone so far as to say that where there is a right of action for breach of contract, there is also a right to recover damages for mental suffering resulting therefrom. *W. U. v. Henderson,* 89 Ala. 510. In another court the doctrine was peculiarly applied, and it was said that the sender may recover for the mental suffering of his wife, but not his own, resulting from failure to deliver. *W. U. Tel. Co. v. Cooper,* 71 Tex. 507.

TRUSTS—ABSOLUTE GIFT—INTENT.—VICKERS v. VICKERS, 65 S. E. 885 (GA.).—*Held,* that an absolute gift will not be cut down by implication into a trust merely because the donor, at the time he made the gift, hoped and believed that the donee would permit him to participate in the beneficial interest of the property.

A case similar to the above has arisen before which held that, where a purchase of real estate is made in the name of a wife, her husband paying the consideration for the same, no trust, express or implied, will arise, even though there may have been a mutual understanding to the contrary at the time the purchase was made. *Johnson v. Johnson,* 16 Minn. 512. And likewise where a husband assigns a judgment to his wife, he cannot afterwards assert that she held the same in trust for him. *Bunt v. Jones,* 45 Mich. 392. These rulings seem to be contrary to that hard and fast principle of trusts that where one pays the purchase price and the conveyance is taken in the name of another, a resulting trust in favor of the one who paid the purchase price will arise; but this appears to be the rule only in the case where the purchaser and trustee were strangers. *Carter v. Challen,* 83 Ala. 135. But, by the doctrine of advancement, the rule seems to be well settled that where the above conditions have arisen, no trust will be declared if the parties stood in the position of *loco parentis;* and this applies to husband and wife. *Viers v. Viers,* 175 Mo. 444; *Hamilton v. Hubbard,* 134 Cal. 603. And in accord, where one conveys his interest in property, real or personal, absolutely, he cannot afterwards impose a trust upon the grantee. *Alden v. Withrow,* 110 U. S. 119.